the weight of authority, it is held to be divisible if the risk as to the other part is not increased, and in the absence of fraud. *Royal Ins. Co.* v. *Martin,* 192 U. S. 149; *Fisher* v. *Sun Ins. Co.* (W. Va.), 83 S. E. 728, L. R. A. 1915C, 619; *Crawford* v. *Hanover Fire Ins. Co.,* 121 Ala. 258, 25 South. 912. In such cases the intention of the parties must govern; and the fact that the property is separately valued shows that the intention was that it should be divisible. *Kansas Farmers' Fire Ins. Co.* v. *Saindon,* 53 Kan. 623, 36 Pac. 983; *Miller* v. *Delaware Ins. Co.,* 14 Okl. 81, 75 Pac. 1121, 65 L. R. A. 173. Another line of cases take a contrary view, and hold that as the policy is issued for a single consideration it should be treated as indivisible and, if void as to one part, it is void *in toto. Joffe* v. *Niagara Fire Ins. Co.,* 116 Md. 155, 81 Atl. 281, 51 L. R. A. (N. S.) 1047; *Coggins* v. *Ætna Ins. Co.,* 144 N. C. 7, 56 S. E. 506, 8 L. R. A. (N. S.) 839, 119 Am. St. Rep. 924; *Southern Fire Ins. Co.* v. *Knight,* 111 Ga. 622, 36 S. E. 821, 52 L. R. A. 70, 78 Am. St. Rep. 216.

The same conflict is found where the cases involve the iron safe clause, in this connection. But the weight of authority seems in accord with the decision in the principal case. *Crawford* v. *Hanover Fire Ins. Co., (supra); Fisher* v. *Sun Ins. Co., (supra); Home Ins. Co.* v. *Delta Bank,* 71 Miss. 608, 15 South. 932; *Miller* v. *Del. Ins. Co., supra.* However, there are some respectable authorities holding the contrary. *Joffe* v. *Niagara Fire Ins. Co., (supra); Coggins* v. *Ætna Ins. Co., (supra).*

Further, some cases hold that a policy issued for a gross premium is indivisable where the insured has been guilty of fraud. *Moore* v. *Va. Fire & Marine Ins. Co.,* 28 Gratt. (Va.), 508, 26 Am. Rep. 373; *Home Ins. Co.* v. *Connally,* 104 Tenn. 93, 56 S. W. 828; *Hall* v. *Western Underwriters Ass'n,* 106 Mo. App. 476, 81 S. W. 227. And whenever a policy is issued for a gross premium on different classes of property, not separately valued, it is indivisible. See *Fitzgerald* v. *Atlanta Home Ins. Co.,* 61 App. Div. 350, 70 N. Y. Supp. 552.

NEGLIGENCE—MANUFACTURERS—LIABILITY TO PERSONS NOT IN PRIVITY OF CONTRACT.—The plaintiff sued the manufacturer for injuries resulting from the collapse of a wheel of his automobile, which he had purchased from a retail dealer. The manufacturer purchased the wheels, which were made of defective wood, from a reputable dealer; and did not test them for defects. *Held,* the defendant is liable. *MacPherson* v. *Buick Motor Car Co.* (N. Y.), 111 N. E. 1050. See NOTES, p. 628.

OFFICERS—GROUNDS FOR REMOVAL—MISCONDUCT DURING PRIOR TERM.—A petition for removal from office was filed against the mayor of a certain town alleging acts of misconduct. Evidence was offered to show acts of misconduct during a prior term. *Held,* the evdence is admissible. *State* v. *Howse* (Tenn.), 183 S. W. 510.

The grounds for the removal of public officials depends largely upon the construction of the particular statutes under which the various cases arise; and, though the purpose of all the statutes on this point is to rid the public of corrupt officials, the decisions are in conflict upon the question whether the misconduct of an officer during a prior term constitutes grounds for his removal. It is argued, by one line of author-

ities, that misconduct during a prior term renders an official as unfit to continue in office as would acts of similar character committed after reelection. *State* v. *Welch,* 109 Iowa 19, 79 N. W. 369; *State* v. *Bourgeois,* 45 La. Ann. 1350, 14 South. 28; *Territory* v. *Sanches,* 14 N. M. 493, 94 Pac. 954, 20 Ann. Cas. 109. But the majority of cases hold that the new election amounts to a condonation of his prior misconduct. *Thurston* v. *Clark,* 107 Cal. 285, 40 Pac. 435; *State* v. *Hasty* (Ala.), 63 South. 559, 50 L. R. A. (N. S.) 553; *In re King,* 53 Hun. 631, 25 N. Y. 792, 6 N. Y. Supp. 420; *State* v. *Watertown,* 9 Wis. 254. See *In re Advisory Opinion,* 64 Fla. 168, 60 South. 337. The same rule is held to apply to offenses committed during a prior term in somewhat similar offices. *State* v. *Patton,* 131 Mo. App. 628, 110 S. W. 636. See *Speed* v. *Detroit,* 98 Mich. 360, 57 N. W. 406, 39 Am. St. Rep. 555, 22 L. R. A. 842.

It would seem that the surrounding facts should govern each decision, in cases of this kind, and that no arbitrary rule can be applied. If the officer's conduct during a prior term was of such a nature as to show clearly that he is unfit to continue in office, the welfare of society demands that he be discharged. *Tibbs* v. *Atlanta,* 125 Ga. 18, 53 S. E. 811. But if the prior acts show nothing more than neglect of some formal duty, and involve no moral delinquency they should not constitute cause for removal. *State* v. *Watertown, supra.*

The same conflict is found on the question whether an officer, discharged for misconduct during a current term, is eligible for reelection to the same office for the remainder of that term; and it has been held, in at least one jurisdiction, that expulsion operates only to remove, and not as a disqualification *in futuro. State* v. *Jersey City,* 25 N. J. L. 536. But by the great weight of authority, it is held that the continuity of the term is not broken by the removal and that the officer removed is thereby disqualified as his own successor. *Day* v. *Sharp,* 128 Tenn. 340, 161 S. W. 994; *State* v. *Rose,* 74 Kan. 262, 86 Pac. 296, 6 L. R. A. (N. S.) 843, 10 Ann. Cas. 927; *State* v. *Dart,* 57 Minn. 261, 59 N. W. 190; *Carlisle* v. *Burke,* 82 Misc. 282, 144 N. Y. Supp. 163.

REAL PROPERTY—PRIOR LEASE OF LANDS—SUBSEQUENT LEASE OF MINING RIGHTS.—Certain lands were leased by the owner to another, for farming purposes. Subsequently, the owner leased the oil and gas rights in the same property. In operating under his lease, the oil-lessee necessarily occupied a portion of the surface of the land. The surface-lessee then sued out an injunction against the occupation of any portion of the surface by the oil-lessee. *Held,* the injunction is dissolved. *Kemmerer* v. *Midland Oil and Drilling Co.* (C. C. A.), 229 Fed. 872.

The legal understanding of a lease for years of land is, a contract for the possession and profits of the land for a determinate period, with the recompense of rent. *U. S.* v. *Gratiot,* 14 Pet. 526. Hence, the rights of the lessee during his term are the same as those of a purchaser in fee. *Waskey* v. *Chambers,* 224 U. S. 564, Ann. Cas. 1913D, 998. See MINOR, REAL PROPERTY, § 376. And, though not expressly stated, a covenant for the quiet enjoyment of the premises is, by implication, read into such a lease. *Lanigan* v. *Kille,* 97 Pa. St. 120, 39 Am. Rep. 797; *Duncklee* v. *Webber,* 151 Mass. 408, 24 N. E. 1082. The lessee may bring trespass